

**TOWN OF HARRISON  
VILLAGE OF HARRISON**

**ATTORNEY'S OFFICE**

TO: Ronald W. Belmont, Supervisor/Mayor  
Members of the Town Board/Village Board

FROM: Frank P. Allegretti, Town Attorney

DATE: December 31, 2015

SUBJECT: **Agreement between Westchester County and the Town of Harrison  
Removal of Snow and Ice from County Roads**

Attached herewith is a copy of the above referenced Agreement between Westchester County and the Town of Harrison for the Removal of snow and ice on County roads for the term, October 1, 2015 through September 30, 2020.

I have reviewed the Agreement, deemed it to be in order, and accordingly, recommend that the Town Board approves the Agreement and authorizes the Supervisor to execute same.

FPA:ds  
Attachment

ROBERT P. ASTORINO  
County Executive

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

JAY T. PISCO, P.E.  
Commissioner

RECEIVED  
2015 DEC 28 PM 2:32

TOWN CLERK  
HARRISON, N.Y.

December 23, 2015

Ms. Jackie Greer  
Town Clerk  
Town of Harrison  
1 Heineman Place, 1<sup>st</sup> Floor  
Harrison, New York 10528

Re: **Agreement No. 15-958**

Removal of Snow and Ice from County Roads for the  
Five (5) Year Term October 1, 2015 through September 30, 2020

Dear Ms. Greer:

Enclosed for execution please find one (1) agreement document for the above. Kindly have the agreement signed by the appropriate official of your municipality, and have the Acknowledgment form notarized for that official. In addition, please have an official other than the official signing the agreement complete and sign the top half of the Certificate of Authority form. The bottom half of the Certificate of Authority form must be notarized for the other officer. All forms shall contain original signatures and be notarized where applicable.

In accordance with Schedule "C" of the agreement, a Certificate of Insurance evidencing coverage for Worker's Compensation and Disability\*\*, Employer's Liability, Automobile Liability, and General Liability must be submitted with the executed Agreement document. **Please note that the County of Westchester must be named as additional insured with respect to General Liability.**

\*\*Please be advised that effective December 1, 2008 the State of New York Workers' Compensation Board requires all government entities to ensure that businesses applying for permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. The State of New York Workers' Compensation Board has advised us that we can no longer accept the ACORD form as acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

- **Certificate Form C-105.2 or State Fund Insurance Company Form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law.**
- **If your municipality is self-insured for Workers' Compensation, please submit Form SI-12, Certificate of Workers' Compensation Self-Insurance, or Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance.**

Please make a note of the Schedule "E" Vendor Direct Program Instructions and Electronic Funds Transfer (EFT) Form. If your municipality is not already enrolled in this program, please complete and sign both Sections I and II of the EFT Form and **attach a voided check**. If a voided check cannot be provided, please have your financial institution certify Item 14, Financial Institution Certification under Section II. **If your municipality has previously submitted this form and there is no change to the information previously submitted, please check the "No Change" box located in the upper right-hand corner of the form, and complete lines 1 through 6 only of Section I.**

Please return the above to my attention, Westchester County Department of Public Works and Transportation, 148 Martine Avenue, Room 522, White Plains, New York 10601, within fourteen (14) days from the date of this letter.

**\*\*WHEN RETURNING THE AGREEMENT, PLEASE INCLUDE YOUR E-MAIL ADDRESS.\*\***

Upon receipt of the above, the agreement will be processed and a fully executed copy will be **e-mailed** to you for your files. Should you have any questions, please call me at (914) 995-2594.

Very truly yours,

  
Michael R. Dispenza *Ku*  
Contract Administrator

MRD/ku

Encl.

cc: J. Pisco  
J. Nicoletti  
J. Antonaccio  
R. Kopenhaver  
L. Prakash  
S. Donnelly  
J. Statini  
W. Makar  
K. Roseman  
J. Nicholson  
G. Ireland  
File

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County")

and

**THE TOWN OF HARRISON**, a municipal corporation of the State of New York, having offices at 1 Heineman Place, 1<sup>st</sup> Floor, Harrison, New York 10528 (hereinafter referred to as the "Municipality")

**WITNESSETH:**

**WHEREAS**, the County desires to obtain services for the removal of snow and ice from designated County roads within the Municipality to provide for reasonable passage and movement of vehicles over such roads; and

**WHEREAS**, the Municipality is willing to furnish such services and the County desires to purchase same subject to the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

**FIRST:** This Agreement shall commence on October 1, 2015 and shall expire on September 30, 2020 unless sooner terminated as herein provided.

**SECOND:** The Municipality agrees to furnish all necessary personnel, machinery, tools, supplies and equipment to provide snow removal and ice control services upon County roads within the boundaries of the Municipality as identified in the list attached hereto and made a part hereof as Schedule "D". Said services shall be provided upon the paved portions of County roads as well as County road bridges and bridge sidewalks and shall include the plowing or removal of snow and ice, all necessary sanding, and appropriate measures to keep catch basins and drains clear of ice and debris, until the end of the snow removal season.

All work shall be performed in the manner prescribed by the Westchester County Commissioner of Public Works and Transportation ("Commissioner") or his authorized representative and shall be completed to his satisfaction.

**THIRD:** For the services performed pursuant to Paragraph **SECOND** above, the County shall pay the Municipality as follows:

(i) At such time as the Municipality's salt storage and application rates shall be in compliance with the recommendations of the 208 Water Quality Program, as described in the "Best Management Practices Manual" published as part of that Program as amended or supplemented, then payment shall be provided in accordance with the rates set forth in Schedule "B" for those seasons the municipality is in compliance.

(ii) In the event the Municipality shall not be in compliance with the 208 Water Quality Program "Best Management Practices Manual" as amended or supplemented or, if in compliance, shall fail to so comply during the term of this Agreement, then the Municipality shall be entitled to payment only for the actual amounts expended to provide snow and ice removal services up to the maximum rates set forth in Schedule "A".

(iii) Schedule "D" will be modified to add and/or delete roads, or sections of roads, as they may be added to and/or deleted from the County road system. Such addition and/or deletion may only take place upon the completion of action by the Westchester County Board of Legislators.

Payments will be prorated to pay as follows:

|          | <b><u>Roads Added</u></b> | <b><u>Roads Deleted</u></b> |
|----------|---------------------------|-----------------------------|
| November | 90%                       | 10%                         |
| December | 80%                       | 20%                         |
| January  | 60%                       | 40%                         |
| February | 30%                       | 70%                         |
| March    | 10%                       | 90%                         |

(iv) During the period October 1, 2016 through September 30, 2017 the amount payable to the Municipality for said period shall be increased by the percentage, if any, that the Consumer Price Index ("C.P.I.") in the month of June, 2016 has increased over the C.P.I. in the month of June, 2015. For the next period (October 1, 2017 through September 30, 2018) the

2017-2018 rate schedule shall be increased based on the increase in the C.P.I. in the month of June, 2017 over the month of June, 2016. For the next period (October 1, 2018 through September 30, 2019) the 2018-2019 rate schedule shall be increased based on the increase in the C.P.I. in the month of June, 2018 over the month of June, 2017. For the next period (October 1, 2019 through September 30, 2020) the 2019-2020 rate schedule shall be increased based on the increase in the C.P.I. in the month of June, 2019 over the month of June, 2018. In no event, however, shall the increase in the amount payable by the County for the services rendered hereunder exceed three and one half percent (3 ½%) in any year of the Agreement over the preceding year's amount.

In the event the C.P.I. decreases during any one (1) year term of this Agreement, the amount payable by the County shall decrease accordingly, but in no event shall the amount payable decrease below the amount payable during the first one (1) year term of this contract.

For the purpose of this paragraph, the C.P.I. shall mean the Consumer Price Index for all Urban Consumers, all items, Selected Large Cities, for New York, Northeastern New Jersey Area as published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. as the "Consumer Price Index for all Urban Consumers" (CPI-U) 1982-84 base = 100.

If the Federal government shall cease to publish such index, then the substitute index published shall be used for the purpose of adjusting the amount payable to the Municipality.

**FOURTH:** Any and all requests for payment to be made shall be submitted within thirty (30) days after notice by the Department of Public Works and Transportation, on a properly executed claim form together with an itemized schedule of amounts expended to furnish such services. Payment shall be made only after approval by the Commissioner.

This Agreement shall be deemed executory only to the extent of money appropriated and allocated by the County for the performance of the terms hereof and no liability under this Agreement shall be incurred by the County beyond moneys available for the purposes thereof.

**FIFTH:** The Municipality shall keep accurate records of its business operations hereunder in accordance with generally accepted accounting principles.

The Commissioner, or his duly authorized representative, shall have the right to inspect and audit such records and statements at all reasonable times to insure that the Municipality is complying with the terms of this Agreement. To the extent practicable such inspections shall take place at the offices of the Municipality. The Municipality agrees that all equipment charges shall be in accordance with rates established by the New York State Department of Transportation and all labor charges shall be in accordance with the prevailing rates within the Municipality for similar highway work.

**SIXTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the moneys appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a



proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

**SEVENTH:** The County, upon thirty (30) days written notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it is in its best interest. Subject to the availability of funds, the Municipality shall be compensated for services rendered under this Agreement prior to the effective date of such termination.

In the event the Commissioner determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by Municipality of any particular duty or obligation under this Agreement shall be deemed a material breach of the Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

**EIGHTH:** Except in an emergency, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without previous written consent of the County. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations hereunder.

All subcontracts entered into by the Municipality shall provide that subcontractors are subject to and must comply with all terms and conditions set forth in this Agreement. All work performed by the subcontractor shall be deemed work performed by the Municipality.



**NINTH:** The Municipality shall comply with all applicable federal, state and local laws, rules and regulations including, but not limited to, all applicable provisions of the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions thereto.

**TENTH:** The Municipality hereby acknowledges and agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no Municipality, subcontractor, nor any person acting on behalf of such Municipality or subcontractor, shall by reason of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) that no Municipality, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status;

(c) that there may be deducted from the amount payable to the Municipality by the County under this Agreement a penalty of FIFTY (\$50.00) DOLLARS for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement;

(d) that this Agreement may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the Agreement; and

(e) the aforesaid provisions of this section covering every agreement for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

**ELEVENTH:** The Municipality, in its own name and naming the County as an additional named insured, shall, at the commencement of the term hereof, obtain and maintain in continuous effect for the term of this Agreement, policies of insurance providing for coverage in the limits and subject to the conditions set forth in Schedule "C", attached hereto and made a part hereof.

The Municipality agrees to indemnify, defend and hold the County of Westchester and its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising out of this Agreement due to the negligent acts or omissions of the Municipality.

The Municipality shall, within ten (10) days of the occurrence thereof, notify the Commissioner of any action, proceeding, claim or demand arising hereunder.

**TWELFTH:** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner  
Westchester County Department of Public Works and Transportation  
Michaelian Office Building  
148 Martine Avenue, Room 518  
White Plains, New York 10601

With a copy to:

County Attorney  
Michaelian Office Building  
148 Martine Avenue, Room 600  
White Plains, New York 10601

To the Municipality:

Town Clerk  
Town of Harrison  
1 Heineman Place, 1<sup>st</sup> Floor  
Harrison, New York 10528

**THIRTEENTH:** VENDOR DIRECT PAYMENT: All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "E." Payments will be automatically credited to the Municipality's designated bank account at the Municipality's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Municipality to the County prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Municipality that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

**FOURTEENTH:** The failure of either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by either party or any provision hereof shall be implied.

**FIFTEENTH:** This Agreement shall bind the successors, assigns and representatives of the parties hereto.

**SIXTEENTH:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. No change, modification or cancellation of this Agreement shall be effective except by an instrument in writing signed by a duly authorized representative of each of the parties.

**SEVENTEENTH:** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[REMAINING PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County of Westchester and the Municipality have executed this Agreement.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Jay T. Pisco, P.E.  
Commissioner of Public Works and Transportation

**TOWN OF HARRISON**

By: \_\_\_\_\_  
Name:  
Title:

Authorized by the Westchester County Board of Legislators on the 14<sup>th</sup> day of December, 2015.

Authorized by the Westchester County Board of Acquisition and Contract on the 22<sup>nd</sup> day of December, 2015.

Approved as to form and  
manner of execution

\_\_\_\_\_  
Assistant County Attorney  
County of Westchester

**MUNICIPALITY'S ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  ss.:  
COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned,  
personally appeared \_\_\_\_\_, personally known to me or  
proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are)  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the  
individual(s), or the person upon behalf of which the individual(s) acted, executed the  
instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
**(Municipality)**

I, \_\_\_\_\_  
*(Officer other than Officer signing agreement)*

certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
*(Title) (Name of Municipality)*

(the "Municipality"), a corporation duly organized and in good standing under the

\_\_\_\_\_  
*(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)*

named in the foregoing agreement that \_\_\_\_\_  
*(Person executing agreement)*

who signed said agreement on behalf of the Municipality was, at the time of execution

\_\_\_\_\_ of the Municipality, that said agreement  
*(Title of Person Executing Agreement)*

was duly signed for on behalf of said Municipality by authority of its

\_\_\_\_\_ thereunto duly  
*(Town Board, Village Board, Town Council)*

authorized, and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
*(Signature)*

STATE OF NEW YORK        )  
  ss.:  
COUNTY OF WESTCHESTER)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above certificate and acknowledged to me that he/she executed the above certificate in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_,  
*(Title) (Municipality)*  
the municipal corporation described in and which executed the within instrument.

\_\_\_\_\_  
Notary Public



## **SCHEDULE "A"**

**Effective October 1, 2015**

### **Without "208" Incentive**

- \$2,228.00 per mile for 2 lane roads
- \$2,938.00 per mile for 3 lane roads
- \$3,248.00 per mile for 4 lane roads

## **SCHEDULE "B"**

**Effective October 1, 2015**

### **With "208" Incentive**

- \$3,441.00 per mile for 2 lane roads
- \$4,474.00 per mile for 3 lane roads
- \$5,011.00 per mile for 4 lane roads

## SCHEDULE "C"

### STANDARD INSURANCE PROVISIONS (MUNICIPALITY)

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, the employer must complete NYS form CE-200, available to download at: [www.web.state.ny.us](http://www.web.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

**SCHEDULE "D"**  
**COUNTY ROADS – SNOW AND ICE AGREEMENT**

**TOWN OF HARRISON**

| C.R. NO.                        | COUNTY ROAD NAME             | CTR-<br>LINE<br>MILES | 2 LANE<br>MILES | 3 LANE<br>MILES | 4 LANE<br>MILES |
|---------------------------------|------------------------------|-----------------------|-----------------|-----------------|-----------------|
| 8A                              | MAMARONECK AVE. BRIDGE       | 0.03                  | 0.00            | 0.00            | 0.03            |
| 8B                              | MAMARONECK AVE.              | 1.02                  | 0.00            | 0.00            | 1.02            |
| 18                              | ANDERSON HILL ROAD           | 3.41                  | 3.41            | 0.00            | 0.00            |
| 30                              | WHITE PLAINS AVENUE          | 0.08                  | 0.00            | 0.00            | 0.08            |
| 38                              | PARK AVENUE                  | 0.24                  | 0.00            | 0.24            | 0.00            |
| 54                              | HALSTEAD AVENUE              | 0.43                  | 0.00            | 0.00            | 0.43            |
| 62                              | WESTCHESTER AVENUE           | 4.13                  | 3.28            | 0.85            | 0.00            |
| 73                              | NORTH STREET                 | 0.62                  | 0.00            | 0.62            | 0.00            |
| 80A                             | HALSTEAD AVENUE              | 0.91                  | 0.00            | 0.00            | 0.91            |
| 94                              | UNION AVENUE                 | 1.66                  | 1.66            | 0.00            | 0.00            |
| 104                             | POLLY PARK RD. & BOWMAN AVE. | 1.59                  | 1.59            | 0.00            | 0.00            |
| 104II                           | BOWMAN AVENUE                | 0.16                  | 0.16            | 0.00            | 0.00            |
| 308                             | HIGHLAND ROAD                | <u>0.40</u>           | <u>0.40</u>     | <u>0.00</u>     | <u>0.00</u>     |
| <b>TOTAL MILEAGE – HARRISON</b> |                              | <b>14.68</b>          | <b>10.50</b>    | <b>1.71</b>     | <b>2.47</b>     |

## **SCHEDULE "E"**

### **Westchester County Vendor Direct Program Frequently Asked Questions**

**1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?**

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

**2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?**

Yes.

**3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?**

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

**4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?**

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

**5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?**

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

**6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?**

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

**7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

**8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?**

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

**Electronic Funds Transfer (EFT)  
Vendor Direct Payment Authorization Form**Authorization is:  
(check one)

- ☐
- New
- 
- ☐
- Change

**INSTRUCTIONS:** Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.**Mail to:** Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601  
**Attention:** Vendor Direct**Section I - Vendor Information**

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature

Print Name/Title

Date

**Section II- Financial Institution Information**

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

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10. Account Type:  
(check one)☐ Checking☐ Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature

Print Name / Title

Date

(Leave Blank - to be completed by  
Westchester County) - Vendor number assigned

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## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

### GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

### Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

### Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.